7-A-UT-0527

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
REAL PROPERTY DISPOSAL DIVISION
819 TAYLOR STREET
FORT WORTH, TX 76102

AMENDMENT NO. 1 TO INVITATION FOR BIDS GSA-R-1595

HISTORIC RANGER STATION ENTERPRISE, UTAH

The Invitation for Bids for the sale of property described in the Invitation for Bids GSA-R-1595 is modified and supplemented as set forth in this amendment.

The 90 day minimum requirement for the sale end date has been removed.

The closing date will be determined by bid activity.

All previous versions of IFB for Sale GSA-R-1595 are hereby void. IFB revised on 11-25-08.

#### REAL ESTATE

# For Sale

# On-Line Auction

Sale No. USDA-R-1595

# Historic Ranger Station Dixie National Forest Enterprise, Utah

# **Auction Begins November 3, 2008**



**U.S. General Services Administration** 

Public Buildings Service
Real Property Disposal Division
819 Taylor Street, Room 8A10
Fort Worth, TX 76102-6112
William Rollings (817) 978-4324
http://propertydisposal.gsa.gov\_and/or\_www.auctionrp.com

#### **IMPORTANT NOTICE**

- BIDDERS SHOULD READ ALL PAGES AND ALL SECTIONS OF THE INVITATION FOR BIDS (IFB) BEFORE MAKING A BID.
- GSA IS NOT RESPONSIBLE FOR THE ACCURACY OF ANY IFB THAT WAS NOT OBTAINED DIRECTLY FROM THE UNITED STATES GOVERNMENT.
- BIDS FOR REAL PROPERTY PURCHASE WILL BE RECEIVED CONTINUOUSLY UNTIL SOLD AT THE GSA REAL PROPERTY DISPOSAL DIVISION OFFICE IN FORT WORTH, TEXAS.
- BID CHECKS WILL BE DEPOSITED UPON RECEIPT, WITH A REFUND OF THE AMOUNT TO THE UNSUCCESSFUL BIDDERS UPON AWARD, EXCEPT AS OTHERWISE PROVIDED HEREIN.
- BIDS MUST BE MADE ON THE BID FORMS CONTAINED IN THIS IFB.
- ALL BIDS MUST INCLUDE A BID DEPOSIT AS DESCRIBED IN THE INSTRUCTIONS TO BIDDERS.
- CREDIT CARD DEPOSITS MUST INCLUDE THE "DEPOSIT BY CREDIT CARD" FORM INCLUDED IN THIS IFB.
- THE FOLLOWING INFORMATION MUST APPEAR IN THE LOWER LEFT HAND CORNER OF THE BID ENVELOPE.

GSA Control #	7-A-UT-0527
IFB Number	USDA-R-1595
Sale Date	On-Line Auction

See the property on the Internet at <a href="http://propertydisposal.gsa.gov">http://propertydisposal.gsa.gov</a> and/or <a href="http://propertydisposal.gsa.gov">www.auctionrp.com</a>

#### SALE OF GOVERNMENT REAL PROPERTY

Invitation for Bids No. USDA-R-1595 GSA Control No. 7-A-UT-0527

#### **INVITATION FOR BIDS**

The USDA Forest Service is offering for sale a Historic Ranger Station in southwestern Utah. The Station was constructed in 1936 as the second headquarters for the Enterprise Ranger District. Indications are that the construction labor was provided by the legendary CCC (Civilian Conservation Corps). The four wood frame structures on the property reflect this period and are from standard Forest Service plans utilized throughout the American West. However, although the Utah State Historic Preservation Office has concurred that the site is "eligible" for listing on the National Register of Historic Places, the site has not been listed so there are no associated restrictions on use.

#### **BID REGISTRATION SHOULD BE SUBMITTED TO:**

GENERAL SERVICES ADMINISTRATION Real Property Disposal Division - 7PR 819 Taylor Street, Room 8A10 Forth Worth, TX 76102-6112

Bids for the purchase of the Government owned property described in the *Schedule* portion of this IFB will be received continuously by the General Services Administration (GSA), at the GSA Real Property Disposal Division, Room 8A10, 819 Taylor Street, Fort Worth, TX 76102-6112. As used herein "Government" shall mean the United States of America, acting by and through the Administrator of General Services. To bid over the Internet, see Special Terms of Sale – Item No. 12.

Separate, individual bids may be submitted for the property. The Forest Service is required to obtain market value for the property and reserves the right to reject any and all bids.

After the initial bid offer with required bid deposit has been submitted (cashier check, bank/postal order, certified check or credit card) any increases must be mailed, faxed or transmitted online following the guidelines in the *Special Terms of Sale*.

Bids may not be accepted if they are not in full compliance with this IFB (including all attachments).

#### **AUCTION SUMMARY**

This IFB is issued subject to, and bids submitted pursuant to the IFB must be in compliance with and subject to the provisions of this IFB, including the Schedule portion thereof, and (1) the Instructions to Bidders; (2) the General Terms of Sale; (3) the Special Terms of Sale, Invitation No USDA-R-1595 and (4) the provisions of Bid Form and Acceptance, all of which are attached to this IFB and by this reference made a part thereof.

Sale Type: Online Competitive Auction					
Start Date: November 3, 2008					
End Date: Will be determine	ed by bid activity				
PROPERTY	MINIMUM BID	BID DEPOSIT	BID INCREMENT		
Enterprise Ranger Station	\$115,000	\$10,000	\$1,000		

Prospective bidders are urged to inspect the property before submitting a bid. The failure of any bidder to make such inspection will not constitute grounds for any claim or demand for adjustment or withdrawal of bid after award.

For information on the bidding process call William Rollings at 817-978-4324 or write to Real Property Disposal Division (7PR), General Services Administration, 819 Taylor Street, Room 8A10, Fort Worth, TX 76102-6112. Email Address is William.rollings@gsa.gov

#### SCHEDULE

#### 1. Location and Description:

Enterprise is a small agricultural community in close proximity to the Dixie National Forest and by irrigated agricultural lands situated to its north. The Pine Valley Mountain Wilderness, Zion National Park, and Snow Canyon State Park are nearby scenic attractions. Complete "big city" services are available at either Cedar City or St. George, Utah, each approximately 35 miles away.

#### 2. Open House Dates

An open house will be held on **November 7, 2008 from 8:00am-5:00pm.** No further open houses are planned. However, prospective bidders may inspect the facility by appointment by calling Pine Valley District Ranger Bevan Killpack, at (435) 652-3100.

#### 3. The Offering

#### A. Property Description

This parcel consists of approximately 1.5 acres and is situated at 225 East 100 South in the quaint town of Enterprise, Utah. It is served with water, sewer, electricity, telephone, and natural gas. A portion of this parcel has historically been utilized for pasture. It also contains mature trees and shrubs, and has interior gravel driveways and stamped sidewalks serving the various structures. The structures on the property include a two-story residence with three bedrooms, two baths, and an unfinished concrete basement, containing approximately 2,258 square feet (sf) (1,102 sf on the main floor, 401 sf on the 2<sup>nd</sup> floor, and 755 sf in the basement); an 18'x30' barn with wooden floors and horse stalls, containing approximately 1,080 sf (540 sf per floor); a 24'x40' combination workshop/garage complete with a restroom, containing approximately 960 sf; and a detached ranger station office that is also equipped with a restroom, containing 654 sf. See photos on website's opening page.

#### B. Reservations, Exceptions, Covenants, Provisions and Agreements

This sale is made on the basis that the following described rights, title, and interests shall be reserved unto the United States of America and its assigns from and out of the hereinabove described property and the final instrument of conveyance shall contain the following terms and provisions of reservation:

SAVE AND EXCEPT, and there is hereby reserved unto the UNITED STATES OF AMERICA, and its assigns, all rights and interests which have been previously reserved to the United States in the Patents which covers the property.

#### 1. HAZARDOUS SUBSTANCE NOTIFICATION

The following Notice and Covenant will be inserted in the Quitclaim Deed:

(A) NOTICE REGARDING HAZARDOUS SUBSTANCE ACTIVITY.

Pursuant to 40 CFR 373.2 and Section 120(h) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA) (42 U.S.C. 9620(h)). The property is currently being used as a work center. Therefore, hazardous materials such as gas, oil, grease, paint, solvents, etc., have been stored for use of maintenance of facilities in the Enterprise area. No hazardous material release or disposal has occurred on this site. No known environmental threat to the property from the storage and use of these materials is known to exist. All existing hazardous materials currently on site will

be relocated or disposed of prior to the conveyance.

- (B) <u>CERCLA COVENANT</u>. Grantor warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. **Grantor** warrants that it shall take any additional response action or corrective action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.
  - (1) This covenant shall not apply:
    - (a) in any case in which **Grantee**, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; **OR**
    - (b) to the extent but only to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the **Grantee**, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:
      - (i) results in a release or threatened release of a hazardous substance or petroleum product that was not located on the Property on the date of this conveyance; **OR**
      - (ii) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.
  - (2) In the event **Grantee**, it successor(s) or assign(s), seeks to have **Grantor** conduct any additional response action, and, as a condition precedent to **Grantor** incurring any additional cleanup obligation or related expenses, the **Grantee**, it successor(s) or assign(s) shall provide **Grantor** at least 45 days written notice of such a claim. In order for the 45-day period to commence, such notice must include credible evidence that:
    - (a) the associated contamination existed prior to the date of this conveyance; and
    - (b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the **Grantee**, its successor(s) or assign(s), or any party in possession.

(C) ACCESS. Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to the **Grantor**. These rights shall be exercisable in any case in which a remedial action. response action, or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors, and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

#### 2. Notice of Presence of Lead-Based Paint (LBP)

**(A)** Lead-Based Paint Hazard Warning. The Property (including the improvements) that is the subject of this sale was built before 1978.

Every purchaser of any interest in residential real properties on which a residential dwelling was built prior to 1978 is notified that such properties may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory.

Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**(B) Inspection and Risk Assessment.** This property was not used as residential property by the Forest Service at the time of the sale. In accordance with the Housing and Urban Development (HUD) regulations on controlling lead-based paint hazards in residential Federally owned housing being sold (24 CFR Part 35), a lead-based paint inspection and risk assessment is exempt from the requirements of this sale. However, because there is a structure that was built

before 1978 (Residence Building No. 0215) that can be used as housing by the buyer, lead-based paint hazards may be present in the structure.

During the land transaction screening process, it was determined that lead-based paint on building exteriors was previously identified and had been encapsulated with non-lead based paint. The paint on Residence Building No. 0215 has continued to naturally weather and paint flakes have fallen to the ground around the structure. On April 12, 2007, an Environmental Engineer from the Regional Office sampled the soil for lead contamination. Results of the sampling showed the average lead concentration is below the soil-lead hazard threshold for residential use. Disclosure of this information is required, but abatement is not.

A complete set of documents will be provided to the purchaser prior to closing. Each bidder is strongly encouraged to review these documents, and perform any additional inspections desired prior to submitting a bid.

- (C) Inspection by Bidder. Bidders may conduct their own inspection or perform a risk assessment for the presence of lead-based paint and/or lead based paint hazards at any time prior to submitting a bid. Before entering the Property, the bidder must first make arrangements with the individual identified to contact for inspection of the Property. The bidder is invited to take as much time as necessary to conduct such inspection or assessment prior to the deadline for submission of the bid. Bidders are encouraged to conduct any inspections and assessments early in the process, since the bid opening will not be delayed to accommodate completion of such inspections and assessments.
- (D) Lead Hazards Pamphlet. In order to fully understand the risk and hazards associated with the presence of lead-based paint and lead-based paint hazards, bidders are encouraged to review the pamphlet *Protect Your Family From Lead in your Home*. A copy of the pamphlet will be provided prior to ratification of the sale contract. It is available from GSA at any time by calling 1-800-GSA-LAND or may be accessed HUD's website at <a href="http://www.hud.gov/offices/lead/disclosurerule/index.cfm">http://www.hud.gov/offices/lead/disclosurerule/index.cfm</a>. GSA

http://www.hud.gov/offices/lead/disclosurerule/index.cfm. GSA encourages every bidder to review this pamphlet prior to submitting a bid.

**(E) Abatement and Clearance**. Per the Forest Service Facilities Realignment and Enhancement Act of 2005 (Public Law 109-54), the Department of Housing and Urban Development's (HUD's) abatement requirements at 24 CFR Part 35 does not apply to the subject Property. If abatement (permanent elimination) of lead-based paint hazards is desired by the Purchaser, the Purchaser is encouraged to hire a lead-based paint abatement contractor certified by the U.S. Environmental Protection Agency (EPA) in accordance with 40 CFR 745.226.

#### 3. ASBESTOS - CONTAINING MATERIALS (ACM)

- (A) Bidders are warned that the Property offered for sale may contain asbestos containing materials. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.
- (B) The Government prepared an asbestos inspection for the property in September 1991, and an environmental audit was conducted in April 2001. Asbestos was identified and has been removed with the exception of a small amount of asbestos containing duct tape on an exterior joint on the heating duct in the basement. Disclosure of this information is required, but additional abatement is not required. Bidders are encouraged to review these documents, and perform any additional inspections desired, prior to submitting a bid. The Government will assist bidders in obtaining any authorization(s) which may be required in order to carry out any such inspection(s).

#### 4. HAZARDOUS MATERIALS

The property is currently being used as a work center. Therefore, hazardous materials such as gas, oil, grease, paint, solvents, etc., have been stored for use of maintenance of facilities in the Enterprise area. No hazardous material release or disposal has occurred on this site. No known environmental threat to the property from the storage and use of these materials is known to exist. All existing hazardous materials currently on site will be relocated or disposed of prior to the conveyance.

# 5. ADDITIONAL AGREEMENTS REGARDING ENVIRONMENTAL MATTERS

- (A) No warranties either expressed or implied are given with regard to the condition of the Property including, without limitation, whether the Property does or does not contain asbestos or is or is not safe for a particular purpose. The failure of any Bidder to inspect, or be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid or offer after its opening or tender.
- (B) The description of the Property set forth in the IFB and any other information provided therein with respect to said Property is based on the best information available to the disposal agency and believed to be correct, but an error or omission, including but not limited to the omission of any information available to the agency having custody over the Property, and/or any other Federal agency, shall not constitute grounds or reason for non-performance of the contract of sale, or any claim by the Purchaser against the Government including, without limitation, any claim for allowance, refund, or deduction from the purchase price.
- (C) The Government assumes no liability for damages for personal injury, illness, disability or death, to the Purchaser, or to the Purchaser's successors, assigns, employees, invitees, or any other person subject to Purchaser's control or direction, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with lead-based paint or asbestos on the Property which is the subject of this sale, whether the Purchaser, its successors or assigns has or have properly warned or failed properly to warn the individual(s) injured.
- D. The Purchaser agrees to comply with any and all applicable Federal, State, and local laws relating to the management of lead-based paint and asbestos-containing building material associated with the Property, including but not limited to, any such laws relating to the mitigation, abatement, remediation, cleanup, renovation, demolition, and disposal of lead-based paint and asbestos-containing building material.
- E. The Purchaser agrees to indemnify, release, defend, and hold harmless the United States, its agencies, employees, agents, assigns, and successors from and against any liability, judgment, claim, penalty, fine, or other adverse action (whether legal or equitable in nature, and including without limitation, court costs and attorneys' fees) brought against the United States after the date of this agreement by any person or entity under any Federal, State, or local law, including but

not limited to environmental and tort laws, with respect to: (a) any lead-based paint and/or asbestos-containing building material associated with the Property; (b) violations of Federal, State, and local laws and regulations which are now or may in the future become applicable to the Property, subject to the remedial action covenant and warranty provided above by the United States in accordance with 42 USC § 9620(h); and (c) releases or threatened releases on the Property, or into the environment, of solid or hazardous waste, hazardous substances, or oil or petroleum products or their derivatives, after the date of the deed.

For specific comments or questions relating to hazmat, lead-based paint, or asbestos containing material on this property, please contact Thomas R. Enroth, Environmental Engineer/Hazmat Coordinator, Intermountain Region, at (801) 625-5794.

#### SPECIAL TERMS OF SALE

#### 1. TYPE OF SALE

The method of sale used herein can best be described as a written auction or candle sale. It is much like an oral auction except that instead of voice bids, written bids are submitted; and, instead of having to travel to attend the bidding, you can submit your bid by mail, fax or via computer and increase your bid by either mail, fax, or from your computer on the internet from your home or office. Bidding will take place over a 90 day period or until the property is sold. You can find out when new bids come in and what the high bids are from our web page at <a href="www.auctionrp.com">www.auctionrp.com</a> under "bid history."

#### 2. BIDDING IN GENERAL

Bids will be received until a high bid is awarded. All bids are irrevocable for 90 days from the date of bid closed. The bid that represents the best price to the Government will be considered for acceptance. The Government reserves the right to reject any and all bids at any time for any reason.

#### 3. DAILY BIDDING RESULTS

The present high bid at any time is available (24 hours a day) by viewing the auction at www.auctionrp.com/auctions2

#### 4. INCREASING YOUR BID

If you learn from the web page that your bid was not the high bid, you can submit a higher bid until such time as bidding is closed. Increases in previously submitted bids are welcome and the bid deposit from your first bid will apply to subsequent increased bids. Incremental bids must be at least One Thousand Dollars (\$1,000) more than the previous high bid in order to be considered. These amounts may be changed as specified on the auction site. The Government reserves the right to modify the bid increment at any time prior to the close of the sale. In the event that two bids of equal value are received, the first bid received will be recognized. The fax number (24 hours a day) for increased bids is 817-978-2063. Bidders can increase their bids over the Internet following the on-line instructions or they can submit bids by facsimile. Faxed and mailed bids are only accepted during business hours. If your bid is not accurately shown on the web page, then you must call us at 817-978-2331. By submitting your bid through our web page, you are agreeing that your Internet bid is a binding offer.

#### 5. FAXING YOUR BID

- a. By faxing your bid, you are agreeing that your faxed bid is a binding offer. Faxed bids must be completely filled out and signed. The 24-hour fax number for increased bids or initial bids is (817) 978-2063.
- b. A bid submitted by fax will only be accepted during business hours and must arrive at the place and by the date and time that the Government has specified as the deadline for receipt of bids. If a bidder chooses to transmit a bid by fax, the Government will not be responsible for any failure attributable to the transmission or receipt of the faxed bid, including, but not limited to, the following:

- (1) Receipt of a garbled or incomplete bid;
- (2) Availability or condition of the receiving facsimile equipment;
- (3) Incompatibility between the sending and receiving equipment;
- (4) Delay in transmission or receipt of bid;
- (5) Failure of the bidder to properly identify the bid;
- (6) Illegibility of bid; or
- (7) Security of bid data.

If your faxed bid is not reflected on the web page and your bid is higher than the announced bid, you must call the Sales Office at (817) 978-2331 for verification that your bid was received.

#### 6. FIRST CALL FOR FINAL BIDS

Once bidding slows down, a date will be set for the receipt of final bids. That date will be announced on the web page. On that date at 3 pm Central time (2 pm Mountain Time), the clock starts for the High Bid. If no increased bid is received by 3 pm Central Time on the next business day, then the bidding will close at 3 pm Central Time and consideration will be given to award the property to the high bidder. If an increased bid is received on a timely basis, then bidding will be held over until the next business day on the same terms or until such other time specified on the auction site. When bidding stops, the sale will close at the stated time. There is no advantage to waiting until 3 pm to bid. By bidding in the 11<sup>th</sup> hour, Bidders run the risk that their bids may not get through the electronic media in time.

#### 7. FINAL BIDS AND ENDING THE SALE

Once bidding stops and a high bid has been determined, the high bidder will be considered for award of sale and the sale will be ended. There is no guarantee that the Government will accept the high bid. The Government reserves the right to stop or discontinue the sale for any reason without award and start a new sale at any time. The Government may resolve bidding conflicts by determining who is the high bidder and/or re-open bidding until bidding stops as described above.

#### 8. TERMS OF PAYMENT

Bids to purchase the property must be on an all cash basis. All deposits shall be payable in United States dollars.

#### 9. BID DEPOSIT

The Government Agency holding title for this property in this IFB is the USDA Forest Service, who may be referred to as the "Government agency holding title."

The amount of the registration bid deposit is shown on page 4 of this IFB.

Bids to purchase must be on a **cash basis only**. No government credit terms are available. We have no information on the availability of private financing or on the suitability of this property for financing. A bid deposit (see below) is required on each sale parcel. A cashier's check, certified check, bank/postal money order, or **credit card** may be used. The Pay to the Order of should be made out to: "General Services Administration." **The full balance of the purchase price is payable within ninety (90) days after award, at the close of escrow.** The full bid deposit that you forwarded will be applied towards payment of the purchase price.

If your bid deposit is by credit card, the Bid Deposit by Credit Card Form must be received by GSA and may be faxed to (817) 978-2063 before your card will be charged and you will be allowed to bid.

- a. Upon acceptance of a bid, the appropriate bid deposit of the successful bidder shall be applied towards payment of the successful bidder's obligation to the Government. The full balance of the purchase price is payable within ninety (90) calendar days after acceptance of the bid. At the time of closing, all cash money paid by the Purchaser will be credited, without interest, toward the total purchase price.
- b. Except for the two highest bidders, Registration Bid Deposits accompanying bids that are rejected will be refunded to bidders without interest. Bidders that provided the Registration Deposit by credit card will receive a refund by an appropriate credit to the credit card account provided.
- c. Registration Bid Deposits received from the two highest bidders will be held as stipulated in the Instructions to Bidders, Paragraph 5, Backup Bidder. All other registration deposits will be processed for a refund after the last day of the auction or upon written request to withdraw from the auction unless the bidder is the first highest or second highest bidder. Refunds will be processed timely but may require several weeks to complete the process.

#### 10. BALANCE OF PURCHASE PRICE

Payment of the balance of the purchase price and required special deposit, if any, shall be effected by wire transfer of funds. Such wire transfer shall be initiated by the bidder and effectuated by the bidder having its bank transmit the required monies by transmitting a funds transfer message to the United States Treasury. The format and procedure for transmitting the required wire transfer message to the United States Treasury will be provided to each successful bidder upon acceptance by the Government of such bid.

#### 11. METHOD OF AWARD

Successful High Bidder(s) will be notified by letter that award has been made on the item(s) bid.

#### 12. BIDDING OVER THE INTERNET

The Special Terms of Sale above apply to bidding over the Internet with the following exceptions and conditions:

- a. <u>Bid Deposits</u> Deposits by cashiers check, bank/postal money order, certified check or credit card may be made following the instructions above. Deposits by credit card (either Visa or MasterCard) must be made on the Bid Deposit by Credit Card form provided in this IFB. Upon submission of the required information, the credit card account will be verified and the amount will be charged immediately.
- b. Registering to Bid Registration is a three-step process: (1) Complete the Online registration on the Internet at www.auctionrp.com (2) Bid Form in this Invitation for Bid (IFB) must be filled out, signed and dated and delivered to the sales office identified in the IFB; and (3) Bid deposit the authorized Bid Deposit must be processed. Once the bid form, bid deposit, and online registration are received by the sales office, the Bidder will be approved to bid. Bidders are encouraged to use an alias that will protect their identity during the course of the on-line auction.
- c. <u>Bid Form</u> Within 48 hours after the bidding closes, the High Bidder must submit a signed bid form for the property in the amount of the high bid. The bid form must be received by GSA within five (5) business days. Failure to submit the signed bid form may result in loss of bid deposit and a default judgment for the difference between the high bid and the second high bid. In such cases the property may be sold to the second high Bidder.
- d. <u>Bidding</u> Bidders can increase their bids over the Internet. If your bid is not accurately shown on the web page, then you must call us at (817) 978-2331. By submitting your bid through our web page, you are agreeing that your Internet bid is a binding offer.

#### e. User Identification and Password

User Identification ("ID") and Password are used to register online and to place bids online. When you register online, you will be required to assign your own User ID (limited to eight [8] characters). Since the User ID is used to publicly identify bids, and for your privacy, **GSA will then assign you a new USER ID** in a manner that protects you or your company's identity. The User ID number will be used to identify the bidders on the auction web page, <a href="www.auctionrp.com">www.auctionrp.com</a>
The required password must be at least eight [8] characters and must include: a) one letter, b) one number, and c) one special character such as: ! @ # \$ % ^ & \* (). In the event you forget your User ID and/or password or are locked out from the system, it is your responsibility to contact GSA, during normal business hours, to obtain assistance.

If you do not register online, a user ID number and password will be assigned to you. The User ID must be on the Bidder Statement when submitting bid increases by mail. The User ID number will be used to identify the bidders on the auction web page at www.auctionrp.com

# GENERAL TERMS OF SALE (GOVERNMENT REAL AND RELATED PERSONAL PROPERTY)

#### 1. TERM - "INVITATION FOR BIDS"

The term "Invitation for Bids" as used herein refers to the foregoing Invitation for Bids (IFB), and its schedule; the Instructions to Bidders; the general terms of sale set forth herein; and the provisions of the Special Terms of Sale, Bid Form, and Acceptance all as may be modified and supplemented by any addenda that may be issued prior to the time fixed in the IFB for the opening of bids or conducting of an auction.

#### 2. DESCRIPTIONS IN INVITATION FOR BIDS

The descriptions of the property set forth in the IFB and any other information provided therein with respect to said property are based on information available to the GSA sales office and are believed to be correct, but any error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other federal agency, shall not constitute grounds or reason for non-performance of the contract of sale, or claim by purchaser for allowance, refund, or deduction from the purchase price.

#### 3. INSPECTION

Bidders are invited, urged, and cautioned to inspect the property to be sold prior to submitting a bid. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the bid opening or auction.

#### 4. CONDITION OF PROPERTY

The property is offered for sale and will be sold "As Is" and "Where Is" without representation, warranty, or guaranty as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim for any allowance or deduction upon such grounds will be considered after the bid opening or conclusion of an auction.

#### ZONING

Verification of the present zoning and determination of permitted uses thereunder, along with compliance of the property for present or proposed future use, shall be the responsibility of the bidder and the Government makes no representation in regard thereto. The Government does not guarantee that any zoning information is necessarily accurate or will remain unchanged. Any inaccuracies or changes in the zoning information shall not be cause for adjustment or rescission of any contract resulting from this IFB or Sales Agreement. The property is zoned R-1 Single Family Residential. For specific zoning and ordinance information, contact the Enterprise City Manager at (435) 878-2221.

#### CONTINUING OFFERS

Each bid received shall be deemed to be a continuing offer after the date of bid opening or auction for 90 calendar days, unless the bid is accepted or rejected by the Government before the expiration of the 90 calendar days. If the Government desires to accept any bid after the expiration of the 90 calendar days, the consent of the bidder shall be obtained prior to such expiration.

#### 7. TAXES AND CLOSING COSTS

As of the date of conveyance the successful bidder shall assume responsibility for all general and special real and personal property taxes which may have been or may be assessed on the property and to prorate sums paid, or due to be paid, by the Government in lieu of taxes.

All closing costs, including escrow and financing fees, shall be borne solely by the Purchaser.

#### 8. RISK OF LOSS

As of the date of conveyance the successful bidder shall assume responsibility for care and handling and all risks of loss or damage to the property and have all obligations and liabilities of ownership.

In the event of a major loss or damage to the Property as a result of fire or other cause during the period of time between acceptance of the bid by the Government and the granting of possession to the successful bidder, such loss or damage shall not be considered grounds for invalidating the contract of sale; however, the loss in value to the Property as a result of said major loss or damage may be considered in granting an allowance on the purchase price, such allowance to be determined by the Contracting Officer. In any case, with respect to any claim against the Government, the extreme measure of the Government's liability shall not in any event exceed refund of the purchase price or such portion thereof as the Government may have received.

#### 9. ANTI-TRUST LAWS

The contract made by acceptance of a bid by the Government may be transmitted to the Attorney General of the United States for his advice as to whether the sale would tend to create or maintain a situation inconsistent with the anti-trust laws. The acceptance of any bid by the Government may be rescinded by the Government, in case unfavorable advice is received from the Attorney General, without liability on the part of the Government other than to return the earnest money deposit without interest.

#### 10. REVOCATION OF BID AND DEFAULT

In the event of revocation of a bid after the opening of bids or conducting of an auction but prior to acceptance, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the successful bidder in the performance of the contract of sale created by such acceptance, or in the event of failure by the successful bidder to consummate the transaction, the deposit, together with any payments subsequently made on account, may be forfeited at the option of the Government, in which event the bidder shall be relieved from further liability, or without forfeiting the said deposit and payments, the Government may avail itself of any legal or equitable rights which it may have under the bid or contract of sale.

#### 11. GOVERNMENT LIABILITY

If this IFB is accepted by the Seller and: (1) Seller fails for any reason to perform its obligations as set forth herein; or (2) Title does not transfer or vest in the Purchaser for any reason although Purchaser is ready, willing, and able to close, Seller shall promptly refund to Purchaser all amounts of money Purchaser has paid without interest whereupon Seller shall have no further liability to Purchaser.

#### 12. TITLE EVIDENCE

Any title evidence which may be desired by the successful bidder will be procured by him at his sole cost and expense. The Government will, however, cooperate with the successful bidder or his authorized agent in this transaction, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and property involved, as it may have available. It is understood that the Government will not be obligated to pay for any expense incurred in connection with title matters or survey of the property.

#### 13. TITLE

If a bid for the purchase of the property is accepted, the Government's interest will be conveyed by a quitclaim deed or deed without warranty and/or, where appropriate, a bill of sale in conformity with local law and practice.

# 14. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE

The Government shall set a sale closing date of ninety (90) calendar days after acceptance of the bid. Upon agreement by the Government, the Purchaser may close the transaction prior to the ninety (90) calendar day period.

Prior to closing, the Purchaser may open an escrow account with an independent, unaffiliated local escrow company to handle the closing. The Government does not mandate use of a particular escrow company. All closing costs, including escrow and financing fees, shall be borne solely by the Purchaser. As part of the closing the Government will provide escrow instructions to the Escrow Holder regarding the recording, disposition of proceeds, and related matters.

On the closing date, the Purchaser shall tender to the Government (or to the Escrow Holder) the balance of the purchase price. Upon such tender being made by the Purchaser, the Government shall deliver to the Purchaser (or to the Escrow Holder), the instrument, or instruments, of conveyance.

The Government reserves the right to extend the closing date for a reasonable amount of time for purposes of preparing necessary conveyance documents.

#### 15. DELAYED CLOSING

The successful bidder shall pay interest on the outstanding balance of the purchase price if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the successful bidder's action and not by any action on the part of the Government. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-½% rounded to the nearest one-eighth percent (½%) as of the date of bid acceptance. The Government reserves the right to refuse a request for extension of closing.

#### 16. DOCUMENTARY STAMPS AND COST OF RECORDING

The successful bidder shall pay all taxes and fees imposed on this transaction and shall obtain at bidder's own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal and local law. All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the successful bidder's expense.

#### 17. CONTRACT

The IFB, and the bid when accepted by the Government, shall constitute an agreement for sale between the successful bidder and the Government. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. Nor shall the contract, or any interest therein, be transferred or assigned by the successful bidder without consent of the Government, and any assignment transaction without such consent shall be void.

#### 18. OFFICIALS NOT TO BENEFIT

No member of or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit.

#### 19. AUCTION SUSPENSION

The Government reserves the right to temporarily suspend or stop the auction for any reason without award and resume the auction or start a new auction at any time. In the event of a temporary suspension due to technical problems or other bidding issues, the Government will determine the high bidder and the high bid amount, re-open bidding, and allow the auction to proceed according to the bidding terms described herein.

#### **INSTRUCTIONS TO BIDDERS – Online Auction**

(Government Real and Related Personal Property)

#### 1. BID FORM

- a. Bids must be submitted on the Bid Form accompanying this IFB, and all information and certifications called for thereon must be furnished. Bids submitted in any other manner or which fail to furnish all information or certifications required may be summarily rejected. While telegraphic bids will not be considered, unless specifically authorized in the IFB, bids may be modified or withdrawn by confirmed request prior to the time fixed in this IFB for the opening of bids.
- b. Bids shall be filled out legibly with all erasures, strikeovers, and corrections initialed by the person signing the bid and the bid must be manually signed.
  - (1) Check appropriate box for Initial or Increased Bid.
  - (2) Fill in Date of Bid line.
  - (3) Fill in Bid amount in the space indicated.
  - (4) Check the appropriate Bidder circle whether bidding as an individual, trustee, partnership or corporation.
  - (5) Fill in the Name, Address, and Phone Number section of the Bid Form.
  - (6) Sign and Date the Bid Form.
- c. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened.
- d. In submitting a bid, only return the Bid Form (in duplicate). Retain all other documents, including one copy of the Bid Form, for your records.

#### 2. BID ENVELOPES

Envelopes containing bids must be sealed and addressed to the bid receiving office stated in this IFB. The name and address of the bidder must be shown in the upper left corner of the bid envelope, and the invitation number, the date and hour of bid opening and the phrase "Bid for Real Property" must be shown in the lower left corner of the envelope. No responsibility will attach to any officer of the Government for the failure to open a bid not properly addressed and identified.

#### 3. BID EXECUTED ON BEHALF OF BIDDER

A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of his Power of Attorney or other evidence of his authority to act on behalf of the bidder.

 Corporation. If the bidder is a corporation, the Certificate of Corporate Bidder must be executed. The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

b. Partnership. If the bidder is a partnership, and all partners sign the bid, with a notation that they are all the partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

#### 4. BID DEPOSIT TERMS

- a. A bid deposit must accompany each bid not less than the amount required by this IFB, in the form of a certified check, cashier's check, or postal money order payable to the order of:
- (1) "General Services Administration."
  - (2) Failure to so provide such bid deposit shall require rejection of the bid. Upon acceptance of a bid, the appropriate bid deposit of the successful bidder shall be applied toward payment of the successful bidder's obligation to the Government. Appropriate bid deposits accompanying bids that are rejected will be returned to bidders, without interest, within five (5) working days after rejection of the bids.
  - (3) Credit cards may be used for Bid Deposits and will be accepted only with the Bid Deposit by Credit Card form provided in this IFB. CREDIT CARD DEPOSITS SUBMITTED WITHOUT THE "BID DEPOSIT BY CREDIT CARD" FORM WILL NOT BE REGISTERED UNTIL THE SALE OFFICE RECEIVES THE FORM. Credit card deposits on rejected bids will be credited within five (5) working days after rejection of the bid.
- b. Bid deposits received from the two highest bidders may be held as stipulated in Paragraph 5, Backup Bidder. All other registration deposits will be returned.
- c. Within ten (10) business days of acceptance of an offer and award by the Government, the successful bidder agrees to deposit an additional amount, if any, which when added to the registration deposit, will equal at least ten percent (10%) of the final amount bid. Failure to so provide such bid deposit within ten (10) business days of the Government's acceptance of an offer and award may require rejection of the bid as a default under the terms of Paragraph 10 of the General Terms of Sale herein.

#### 5. BACK UP BIDDER

The second-highest bidder will be the Backup Bidder. If the High Bidder is unable to consummate the transaction, the second highest bidder may then be considered for award. The Backup Bidder's deposit may be retained, without interest, for this purpose. The bid deposit of the second-high bidder will be returned by mail immediately after consummation of the transaction with the high bidder. In the event that the Government is unable to make an award to the highest or second-highest bidder, the Government reserves the right to consider the remaining bid(s) and make an award that is in the best interest of the Government.

#### 6. ADDITIONAL INFORMATION

The General Services Administration issuing office, at the address given in this IFB, will, upon request, provide additional copies of this IFB, Bid and Acceptance, and answer requests for additional available information concerning the property offered to facilitate preparation of bids. Each bid submitted shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this IFB.

#### 7. WAIVER OF INFORMALITIES OR IRREGULARITIES

The Government may, at its election, waive any minor informality or irregularity in bids received.

#### 8. ACCEPTABLE BID

A bid received from a responsible bidder whose bid, conforming to this IFB, will be most advantageous to the Government, price and other factors considered, is an acceptable bid. In the event two or more acceptable bids are received that are equal in all respects, the selection will be made by a drawing by lot limited to such equal bids.

#### NOTICE OF ACCEPTANCE OR REJECTION

Notice by the Government of acceptance or rejection of a bid shall be deemed to have been sufficiently given when telegraphed or mailed to the bidder or his duly authorized representative at the address indicated in the bid. The Government's processing of a bid deposit shall not, in itself, constitute acceptance of the bidder's offer. The Government reserves the right to reject any or all bids or portions thereof.

# Sample Sample

### QUITCLAIM DEED

THIS QUITCLAIM DEED is made this		
between the UNITED STATES OF AMERIC Department of Agriculture, hereinafter called of marital status), County of *, State of *, hereina	GRANTOR, and *(Grantee's nat	
<b>WITNESSETH</b> : The Grantor, as authorized b Enhancement Act of 2005 (Title V; P.L. 109-5 been met, has determined that this conveyance	4; 119 Stat. 559), the provisions	
NOW THEREFORE, the Grantor, for and in DOLLARS and No/100, (\$	the receipt of which is hereby du to the Grantee, its successors and property situated in the County	assigns, all its
Salt Lake Meridian		
T. 37 S., R. 17 W., Section 13, NW <sup>1</sup> / <sub>4</sub> SW <sup>1</sup> / <sub>4</sub> NW <sup>1</sup> / <sub>4</sub> , more particu	ularly described as follows:	
Being all of Lot 3, Block 3, Plat A; and all Block 6, Plat C except that part of said Lot corner and running north one rod; thence e rods to Place of Beginning, as conveyed by November 12, 1913, recorded in Book NN	4, Block 6, Plat C beginning at tast 16 rods; thence south one rody Israel H. Adair to George O. Ho	he southwest; thence west 16 olt by Deed dated
Said Lot 3 of Block 3 contains .37 acre; Lopart of Lot 4 Block 6, Plat C conveyed here more or less, all in Enterprise Townsite as the office of the Washington County Record April 27, 1910, and Book of Plats, page 10	eby contains .70 acre, being 1.5 a shown on the surveys of said Tov der in Book of Plats, Entry No. 1	cres of land, wnsite on file in
Physical address being 225 E. 100 S., Ente	rprise, UT 84725	
Reservations: (Insert, if any)		
Outstanding Rights: (Insert, if any)		

Note: Language below still subject to review by Office of General Counsel.

**THE GRANTEE** acknowledges that the Property is land upon which Federal Government operations have been conducted and are being terminated.

**THE GRANTEE** has been provided with and hereby acknowledges the receipt of a copy of the Phase I Environmental Site Assessment report which pertain to the above-described property and which indicate that the property is not contaminated with any hazardous substances as defined by the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. § 9601 et seq.

In accordance with 42 U.S.C. § 9620(h), **THE UNITED STATES OF AMERICA** hereby covenants and warrants that, with respect to any hazardous substances or petroleum products which became located on the property prior to the transfer to **THE GRANTEE** and which remain on the property at the time of transfer, any response action or corrective action found to be necessary pursuant to provisions of CERCLA after the date of this deed shall be conducted by **THE UNITED STATES OF AMERICA**; provided, however, that this covenant shall not apply to the extent that **THE GRANTEE**, its successors in interest, its transferees, its assignees, or any other person or entity occupying the property pursuant to authorization from **THE GRANTEE**, causes or contributes to the release of said hazardous substances or petroleum products at the property through act or omission. In addition, **THE GRANTOR** hereby reserves to **THE UNITED STATES OF AMERICA** all rights of ingress and egress to the property in any case in which additional response action or corrective action is found to be necessary after the date of this deed.

<b>THE GRANTEE</b> has been provided with a	and hereby acknowle	edges the receipt of a copy of
the Asbestos Containing Materials Inspection	on testing and analy	tical results from the inspection
which was conducted by	, on	, for the above-
described property, as attached and made a	part of the Environn	nental Site Assessment Phase 1
Reports.		

**THE GRANTEE** hereby acknowledges that the Asbestos Containing Materials Inspection testing and analytical results revealed:

**THE GRANTEE** further acknowledges that future construction activity, including renovation or demolition, may trigger OSHA requirements under 29 CFR 1926.1101 and/or EPA requirements under 40 CFR 61.145.

In accordance with provisions of the Lead Based Paint Poisoning Prevention Act, 42 U.S.C. §§ 4821-46, the Residential Lead Based Paint Hazard Reduction Act, 42 U.S.C. § 4851 et seq., and implementing regulations found at 24 CFR Part 35, **THE GRANTEE** has been provided with and hereby acknowledges the receipt of a copy of the Lead-Based Paint Inspection and Risk Assessment Report which was produced in accordance with 40 CFR Part 745 by \_\_\_\_\_\_\_\_\_, dated \_\_\_\_\_\_\_\_\_, and which documents the lead-based paint inspection and risk assessment for the above-described property.

**THE GRANTEE** hereby acknowledges that the Lead-Based Paint Inspection and Risk Assessment Report reveals:

**GRANTEES** hereby agree to comply with any and all applicable Federal, State, and local laws relating to the management of lead-based paint and asbestos-containing building material associated with the property, including but not limited to, any such laws relating to the mitigation, abatement, remediation, cleanup, renovation, demolition, and disposal of lead-based paint and asbestos-containing building material.

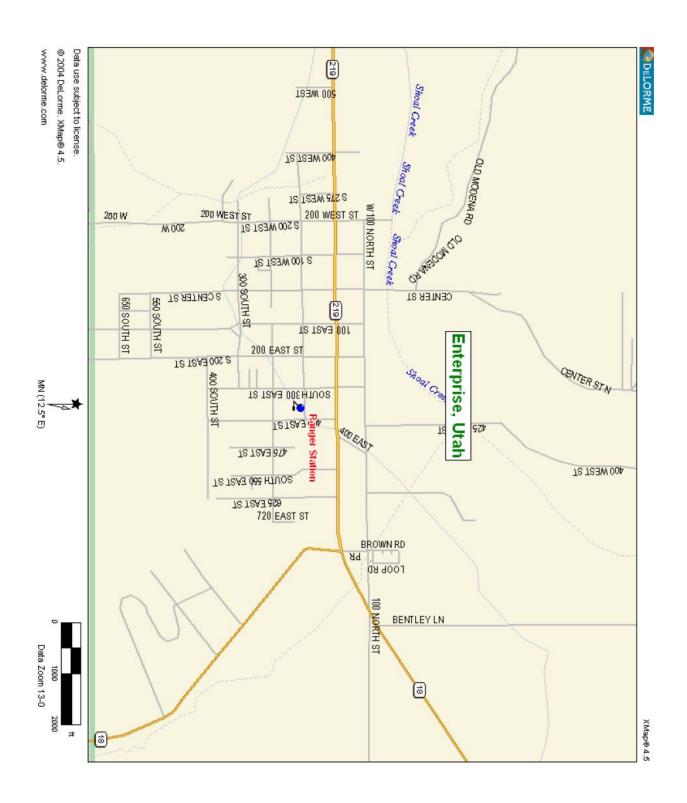
**THE GRANTEE** further acknowledges that **THE GRANTOR** has taken all actions required under all Federal and State laws and regulations which are now in effect and which pertain to the investigation, assessment, disclosure, of asbestos containing material, lead-based paint or lead-based paint hazards.

**THE GRANTEE** and its heirs, successors, and assigns hereby covenants and warrants that it shall assume full responsibility for any and all future actions that are required under Federal or State laws and regulations which are now or which may become applicable to the subject property and which pertain to the investigation, assessment, disclosure, remediation, and abatement of lead-based paint or lead-based paint hazards.

THE GRANTEE and its heirs, successors and assigns hereby further covenants and warrants that it shall indemnify, release, defend, and hold harmless THE UNITED STATES OF AMERICA, and its various agencies, employees, agents, assigns, and successors from and against any liability, judgment, claim, penalty, fine or other adverse action (whether legal or equitable in nature, and including without limitation, court costs and attorney's fees brought against the United States after the date of this agreement by any person or entity under any Federal, State, or local law, including but not limited to environmental and tort laws, with respect to: (a) any lead-based paint and/or asbestos-containing building material associated with the property; (b) violations of Federal, State, and local laws and regulations which are now or may in the future become applicable to the property, subject to the remedial action covenant and warranty provided above by THE UNITED STATES OF AMERICA in accordance with 42 USC § 9620(h); and (c) releases or threatened releases on the property, or into the environment, of solid or hazardous waste, hazardous substances, or oil or petroleum products or their derivatives, after the date of this deed.

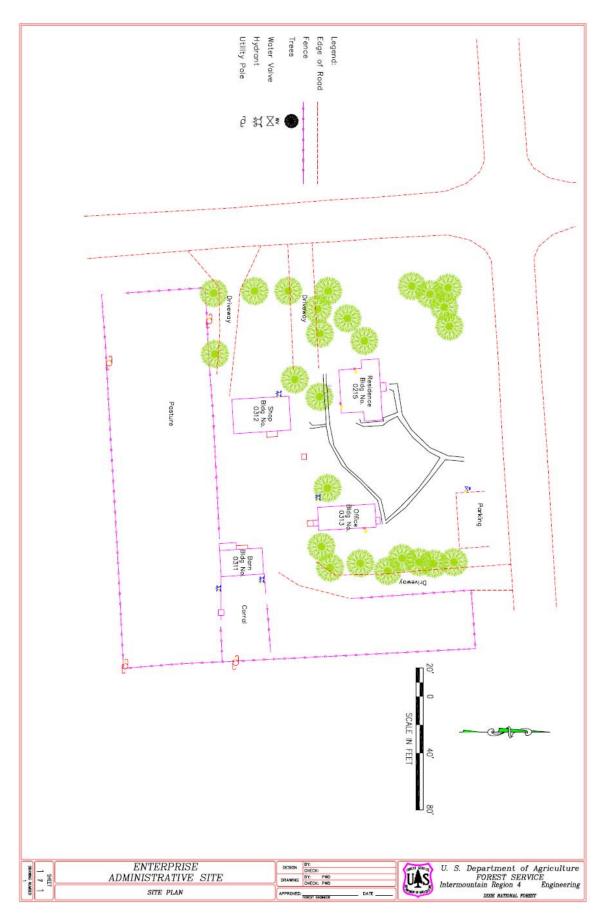
These covenants by **GRANTOR** and **GRANTEE** shall survive the subsequent conveyance of all or any portion of the property to any person, shall be construed as running with the land, and may be enforced by **THE UNITED STATES OF AMERICA** or **GRANTEES** in a court of competent jurisdiction.

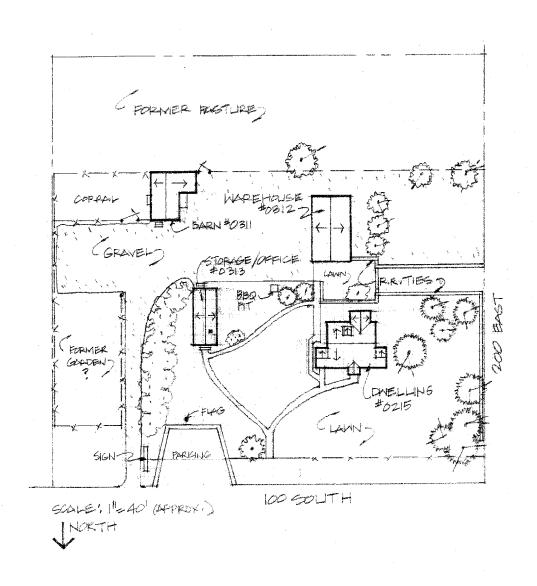
**IN WITNESS WHEREOF,** the Grantor, by its duly authorized representative, has executed this Quitclaim Deed pursuant to the delegation of authority promulgated in Title 7 CFR 2.60 and 49 F.R. 34283, August 29, 1984.



#### **Aerial Photo**









**ENTIRE SITE VIEW** 



**ENTIRE SITE VIEW** 



OFFICE



HOUSE



BARN



SHOP



**KITCHEN** 



**LIVING ROOM** 



**INSIDE OFFICE** 



**INSIDE SHOP** 



**INSIDE BARN** 

## BID FORM (Page 1 of 2)

FOR PURCHASE OF GOVERNMENT REAL PROPERTY (TO BE EXECUTED AND SUBMITTED IN DUPLICATE-Photocopies are acceptable)

Initial Bid	
Increase Bid Check One	

Conveyance of Land with Structures, Enterprise City, Washington County, Utah.

#### Sale #USDA-R-1595

The undersigned bidder(s) hereby offers and agrees, if this bid is accepted within ninety (90) calendar days after the date of bid opening, to purchase the property described in the Schedule portion of this Invitation for the bid price entered below. This offer is subject to the provisions of the IFB including the Schedule, the Special Terms of Sale, Instructions to Bidders; General Terms of Sale (Government Property for Removal from Site); the Bid Form and Acceptance all of which are incorporated herein as part of this bid.

BID ITEM	Description	Deposit	Bid Amount
Enterprise Ranger Station	Approx. 1.5 acres of land with buildings	\$10,000	

Name	and	address	of	bidder	(type	or	print)

agrees, if this bid is accepted within ninety (90) calendar days after the date of bid opening, to purchase the property described in the Schedule portion of this Invitation for the bid price entered below. This offer is subject to the provisions of the IFB including the Schedule, the Special Terms of Sale, Instructions to Bidders; General Terms of Sale (Government Property for Removal from Site); the Bid Form and Acceptance all of which are incorporated herein			bening, to e Schedule bid price ct to the edule, the b Bidders; coperty for orm and		an individual an individual doing business as: a partnership consisting of:
-	rt of this bid.	i incorpora	ied ficielli		
•		T			a trustee acting for:
TEM	Description	Deposit	Bid Amount		
prise er	Approx. 1.5 acres of land with buildings	\$10,000			
	event this bid is accepted yance should name the for				a corporation, incorporated in the state of:
Includ	e the manner of holding Joint Tenants, etc.) if app	title (Husbar		Cor sub	pidding as a corporation, the Certificate of porate Bidder, on back, must be executed and mitted in accordance with the Instructions to ders, Paragraph 3a., of this IFB.)
Nam	e and address of b	idder (tyr	oe or print)		
Nam		, 31	, ,		
	·				

Bidder Represents that (s)he operates as:

Signature and Date

Telephone Number

Signer's name and title (type or print)

Zip Code:

State:

## BID FORM (Page 2 of 2)

#### CERTIFICATE OF CORPORATE BIDDER

To be completed by corporate official other than the person signing bid above

1,	, certify that I am _		
		(Secretary or other o	fficial title)
of the Corporation named as bidd	er herein; that		
who signed this hid on hehalf of t	he hidder was then		
who signed this bid on behalf of t	ne blader, was then	(Bidder's official title	i.e. President)
of the said Corporation; that said	bid was duly signed for an	d on behalf of	said
corporation by authority of its gov	verning body and is within	the scope of its	corporate
powers.			
(SEAL)			
(JEAL)	Signature of Certifying Corporate C	Officer	DATE
ACCEPTA	NCE BY THE GOVERNM	ENT	
The foregoing bid for purchase of Gover Dixie National Forest, Enterprise, Utah, I County, Utah. GSA Control Numbers 7-A States of America acting by and through	Bid Item No. 1 located in the City -UT-0527 is hereby accepted b	y of Enterprise, W	ashington
Administrator of the	e U. S. General Services	Administration	on
on this	_day of		20
Signature of Contracting Officer:_			
Name and Title of Contracting Off			

# **Bid Deposit by Credit Card**

To: General Services Administration Real Property Disposal Division (7PR) Attn: William Rollings, Realty Officer

819 Taylor Street, Suite 8A10 Fort Worth, TX 76102

This form may be submitted by Fax. Deposit Amount: \$\_\_\_\_\_

Fax Number: 817-978-2063

By completing this form and signing the space provided below, applicant agrees to abide by the terms and conditions set forth in the IFB No. USDA-R-1595. The applicant must be the authorized cardholder. The applicant agrees that his or her credit card account will be debited the full amount of the bid deposit, as specified in the Instructions to Bidders for Online Auction, paragraph 4, Bid Deposit Terms. In the event that applicant becomes the successful bidder, the bid deposit will be applied towards the purchase price for the property. In the event the applicant is not the successful bidder, the bid deposit will be credited to the credit account listed below.

Applicant's Last Name (please print): _	
First Name:	M.I.:
Address:	
City:	State: Zip Code:
Visa Master Card	Discover Amex
Card Number:	Expiration Date
Driver's License #: State /DL#	
Name as it appears on card:	
E-Mail Address:	
Telephone Number: ( )	Fax Number: ()
Signature:	Date:

#### NOTICE TO PROSPECTIVE BIDDERS

The Real Property Disposal Division maintains a record of the name and address of all parties issued copies of this IFB. If you <u>are not</u> the person who received this IFB directly through the mail from the government or through an official representative of the Government, it is to your benefit to advise the office issuing this Invitation of the address to which any addendum or supplement should be mailed. For this purpose, complete, detach and mail this form. Postage is required.

Please send any addenda, supplements, etc., that may be issued applicable to the IFB for sale number USDA-R-1595, property of Dixie National Forest, Enterprise, Utah, to:

NAME:	
ADDRESS:	
CITY, STATE, ZIP	
REALTY OFFICER: William Rollings	CASE NUMBER: 7-A-UT-0527



U.S. General Services Administration Public Buildings Service Real Property Disposal Division (7PR) 819 Taylor Street, Room 8A10 Fort Worth, TX 76102-6103

Official Use Only Penalty for Private Use \$300